

OneWyo II Opioid Settlement Memorandum of Agreement

Whereas, Pharmaceutical Supply Chain Participants have contributed to the opioid epidemic, which has in turn harmed the people and communities of the State of Wyoming.

Whereas, the State of Wyoming, through its Attorney General, and certain Participating Local Governments are separately engaged in investigation, litigation, and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage they have caused in Wyoming.

Whereas, other Participating Local Governments, while not engaged in separate litigation, have supported the State's efforts in the legal fight against the opioid crisis.

Whereas, the State and all Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Wyoming.

Whereas, jointly approaching Settlements with Pharmaceutical Supply Chain Participants benefits all Parties by improving the likelihood of successful Settlement and maximizing the recovery from any such Settlement.

Whereas, specifically, the State and Participating Local Governments anticipate that Settlements with major Pharmaceutical Supply Chain Participants will take the form of a national resolution (National Settlement Agreement) and Wyoming's share of any such resolution will be maximized only if Wyoming's political subdivisions of a certain size participate in the National Settlement.

Whereas, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of any National Settlement Agreement.

Whereas, the State and Participating Local Governments anticipate that the National Settlement Agreement will provide a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement).

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under any Settlement.

Whereas, the aforementioned investigation and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and they may cause additional Pharmaceutical Supply Chain Participants to declare bankruptcy in the future.

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under resolutions of relevant claims against Pharmaceutical Supply Chain Participants entered in bankruptcy court that provide payments to both the State and its subdivisions and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (Bankruptcy Resolution).

Now, therefore, in consideration of the foregoing, the State and its Participating Local Governments, enter into this “OneWyo II Opioid Settlement Memorandum of Agreement” (MOA) relating to the allocation and use of the proceeds of any Settlement as described in this MOA.

I. Definitions

As used in this MOA:

- A.** “Approved Use(s)” means any opioid or co-occurring substance use disorder related strategies, projects, or programs that fall within, or are reasonably related or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.
- B.** “Bankruptcy Resolution” takes the meaning set out in the above recitals.
- C.** “Localized Share” takes the meaning set out in Section II of this MOA.
- D.** “National Settlement Agreement” takes the meaning set out in the above recitals.
- E.** “Opioid Funds” means the monetary amounts obtained through a Settlement as defined in this MOA, but does not include any separate fund or other device described in Section V of this MOA for the payment of any attorneys’ fees and expenses incurred in litigating against any Pharmaceutical Supply Chain Participant. Also not included are any funds made available in a National Settlement Agreement or any Bankruptcy Resolution for the reimbursement of the United States Government.
- F.** “Participating Local Governments” means all counties, cities, and towns within the geographic boundaries of the State of Wyoming that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as “Participating Count(ies)” and “Participating Cit(ies).”
- G.** “Parties” means the State of Wyoming and all Participating Local Governments.
- H.** “Pharmaceutical Supply Chain” means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.

- I. “Pharmaceutical Supply Chain Participant” means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.
- J. “Settlement” means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, specifically including the National Settlement Agreements involving Allergan, Teva, CVS, Walgreens, and Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants.
- K. “State-Subdivision Agreement” takes the meaning set out in the above recitals.
- L. “Statewide Share” takes the meaning set out in Section II of this MOA.
- M. “The State” means the State of Wyoming acting by and through its Attorney General.

II. Allocation of Opioid Funds

- A. All Opioid Funds will be divided proportionally with 35% allocated to the State (Statewide Share) and 65% allocated to the Participating Local Governments (Localized Share) with the sole exception as to the Teva Settlement Agreement. In only the Teva Settlement Agreement, Opioid Funds will be divided proportionally with 25% allocated to the State (Statewide Share) and 75% allocated to the Participating Local Governments (Localized Share).
- B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with *In re: Nat’l Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all Wyoming counties, and (2) all Wyoming cities and towns with populations over 10,000 based on the United States Census Bureau’s Vintage 2019 population totals.
- C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government’s allocation of the Localized Share as identified in Exhibit B will be reallocated to the Localized Share to be distributed in accordance with the remaining proportions set for in Exhibit B.
- D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

III. Use of Opioid Funds

- A.** Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition, or a substantially similar definition memorialized in a subsequent Settlement that becomes an order of a court. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in Wyoming. Compliance with these requirements will be verified through Section VI's reporting requirements.
- B.** The Statewide Share must be used only for (1) Approved Uses within the State of Wyoming or (2) grants for Approved Uses within the State of Wyoming. The State of Wyoming, Department of Health will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.
- C.** The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.
- D.** Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town, regardless of population.
- E.** Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

IV. Method of Distribution of Opioid Funds

- A.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Statewide Share will be distributed to the Wyoming Department of Health through the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming.
- B.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement. In the event that a Settlement does not provide for direct

distribution to a Participating Local Government, the Localized Share will be distributed to each Participating Local Government by the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming. If the Localized Share is to be distributed by the Wyoming Attorney General, each Participating Local Government shall designate a lead contact or agency for the purposes of receiving its portion of the Localized Share. This designation shall be made in writing to the Attorney General within a sufficiently reasonable time to allow orderly distribution of Opioid Funds.

V. Payment of Counsel and Expenses

- A. The Parties anticipate that as part of the National Settlement Agreement or a Bankruptcy Resolution, the Pharmaceutical Supply Chain Participants or courts in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) will create common benefit funds or similar devices (i.e. contingency fee funds), to compensate attorneys for services rendered and expenses incurred in litigating against certain Pharmaceutical Supply Chain Participants. The State and any Participating Local Government may secure the payment of attorneys' fees—whether contingent, hourly, fixed, or otherwise—and expenses related to litigation against Pharmaceutical Supply Chain Participations from such separate funds.
- B. The State of Wyoming will secure payment of its attorneys' fees and expenses related to litigation against the Pharmaceutical Supply Chain Participants from such separate funds. No attorneys' fees or expenses relating to the State of Wyoming's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.
- C. In accordance with Judge Polster's August 6, 2021 Order in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent

(15%) through such separate common benefit or contingency fee fund before seeking any additional payment. To the extent that counsel does not receive the full fifteen percent (15%) from any separately established common benefit or contingency fee fund, counsel may seek the difference from the represented Participating Local Government if authorized under their representation/contingency fee agreement with the Participating Local Government. In no event shall counsel be entitled to payment of fees in excess of fifteen percent (15%) of the amount actually received by the represented Participating Local Government.

VI. Compliance Certification and Reporting

- A.** The provisions of this Section VI will apply unless newly-enacted legislation or a subsequent Settlement that becomes an order of a court imposes superseding requirements.
- B.** Before receiving any disbursement under this MOA, each Participating Local Government must certify to the Attorney General that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.
- C.** By January 31 of each calendar year, each Participating Local Government shall certify to the Attorney General that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded. This report is only required if the Participating Local Government actually expended Opioid Funds during the preceding calendar year. Future Localized Share payments to a Participating Local Government that is delinquent in providing this certification and report shall be delayed until that Participating Local Government submits the required certification and report.
- D.** If a Participating Local Government uses Opioid Funds on non-Approved Uses, it shall have sixty (60) days after discovery of the expenditure to cure the unapproved expenditure through payment of such amount for opioid remediation activities through amendment or repayment.

- E. If a Participating Local Government has used Opioid Funds for non-Approved Uses, and has not cured the unapproved use as allowed above, future Localized Share payments to that Participating Local Government shall be reduced by an amount equal to the inconsistent expenditures, and if the inconsistent expenditure is greater than the expected future stream of payments of the Participating Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among eligible Participating Local Governments. Any recovery or redistribution shall be distributed consistent with Section II of this MOA. The Attorney General may recover from the Participating Local Government who failed to cure the unapproved use any litigation fees, costs, and expenses incurred to recover such funds.
- F. By January 31 of each calendar year, the State shall publish online a report detailing for the preceding calendar year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended by the Department of Health—broken down by funded strategy, project, or program; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

VII. Effectiveness

- A. This MOA shall become effective at the time a sufficient number of counties and municipalities within the geographic boundaries of the State of Wyoming have signed this MOA to qualify this MOA as a State-Subdivision Agreement under a National Settlement Agreement involving Allergan, Teva, CVS, Walgreens, or Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
- B. This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

VIII. Amendments

- A. The Parties agree to make such amendments as necessary to implement the intent of this MOA or as are required by the final provisions of any National Settlement Agreement or Bankruptcy Resolution. The State will provide written notice of any necessary amendments to all the previously joining Parties. Any previously joining Party will have two-weeks after notice of the necessary amendments to withdraw from the MOA. The amendments will be effective to any Party that does not withdraw.

- B. The Parties agree to engage in the amendment process above in good faith.


IX. General Provisions

- A. The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout Wyoming.
- B. All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.
- C. The Parties acknowledge that this MOA is not a promise or representation from any Party that any Settlement or Bankruptcy Resolution will be finalized or executed.
- D. Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles, and the Courts of the State of Wyoming shall have jurisdiction over this MOA, with venue lying exclusively in Laramie County District Court.
- E. If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
- F. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- G. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.
- H. Titles of sections of this MOA are for reference only, and shall not be used to construe the language in this MOA.

- I. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- J. Except to enforce the terms of this MOA, the State of Wyoming and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
- K. This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

IN WITNESS WHEREOF, the below undersigned agree to and enter into the above OneWyo II Opioid Settlement Memorandum of Agreement.

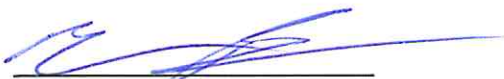
FOR THE STATE OF WYOMING



Bridget Hill

Attorney General
State of Wyoming

4/17/23
Date




Benjamin Peterson

Assistant Attorney General
State of Wyoming

4/18/23
Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS



Name Pete Gosar, Chairperson
Title Albany County Commissioners
Albany County

01/18/2023

Date

Name
Title
Big Horn County

Date

Name
Title
Campbell County

Date

Name
Title
Carbon County

Date

Name
Title
Casper

Date

Name
Title
Cheyenne

Date

Name
Title
Converse County

Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Dave Neves

Name Dave Neves
Title acting chairman
Big Horn County

4-4-2023

Date

Name
Title
Campbell County

Date

Name
Title
Carbon County

Date

Name
Title
Casper

Date

Name
Title
Cheyenne

Date

Name
Title
Converse County

Date


FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Name
Title
Big Horn County

Date



Name Nathan Henkes
Title County + Prosecuting Attorney
Campbell County

4/11/23
Date

Name
Title
Carbon County

Date

Name
Title
Casper

Date

Name
Title
Cheyenne

Date

Name
Title
Converse County

Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Name
Title
Big Horn County

Date

Name
Title
Campbell County

Date

Sue Jones

Name *Sue Jones*
Title *Chairman*
Carbon County

*attest: Dwight Baudert
Carbon County Clerk*



04/11/2023

Date

Name
Title
Casper

Date

Name
Title
Cheyenne

Date

Name
Title
Converse County

Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Name
Title
Big Horn County

Date

Name
Title
Campbell County

Date

Name
Title
Carbon County

Date

Name *Bruce Kneel*
Title *Mayor*
Casper

4-11-23
Date

Name
Title
Cheyenne

Date

Name
Title
Converse County

Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County
Date

Name
Title
Big Horn County
Date

Name
Title
Campbell County
Date

Name
Title
Carbon County
Date

Name
Title
Casper
Date

DocuSigned by:


Name Patrick collins
Title mayor
Cheyenne
Date April 17, 2023

Name
Title
Converse County
Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Name
Title
Big Horn County

Date

Name
Title
Campbell County

Date

Name
Title
Carbon County

Date

Name
Title
Casper

Date

Name
Title
Cheyenne

Date

Quentin Richardson

4-20-23

Name
Title COUNTY ATTORNEY
Converse County

Date



[Signature]
Name: *Fred M. Devish*
Title: *Chairman*
Crook County Commissioners

4/4/2023
Date

Name
Title
Evanston

Date

Name
Title
Fremont County

Date

Name
Title
Gillette

Date

Name
Title
Goshen County

Date

Name
Title
Green River


Date

Name
Title
Hot Springs County

Date

Name
Title
Crook County

Date



Name Amanda R. Kirby
Title City Attorney
Evanston

4/12/2023

Date

Name
Title
Fremont County

Date

Name
Title
Gillette

Date

Name
Title
Goshen County

Date

Name
Title
Green River

Date

Name
Title
Hot Springs County

Date

Name
Title
Crook County

Date

Name
Title
Evanston

Date

Larry Allen

Name
Title *Chairman*
Fremont County



*4-6-2023*²³

Date

Name
Title
Gillette

Date

Name
Title
Goshen County

Date

Name
Title
Green River

Date

Name
Title
Hot Springs County

Date

4-6-2023

Name
Title
Crook County

Date

Name
Title
Evanston

Date

Name
Title
Fremont County

Date



Name Hyun Kim
Title City Administrator
Gillette

4/13/2023
Date

Name
Title
Goshen County

Date

Name
Title
Green River

Date

Name
Title
Hot Springs County

Date

Name
Title
Crook County

Date

Name
Title
Evanston

Date

Name
Title
Fremont County

Date

Name
Title
Gillette

Date

Mary B. Feagler
Name Mary B. Feagler
Title Goshen County Clerk
Goshen County

4-11-23
Date

Name
Title
Green River

Date

Name
Title
Hot Springs County

Date

Name
Title
Crook County

Date

Name
Title
Evanston

Date

Name
Title
Fremont County

Date

Name
Title
Gillette

Date

Name
Title
Goshen County

Date



Name
Title *CITY ADMINISTRATOR*
Green River

4/5/23
Date

Name
Title
Hot Springs County

Date

Name
Title
Crook County

Date

Name
Title
Evanston

Date

Name
Title
Fremont County

Date

Name
Title
Gillette

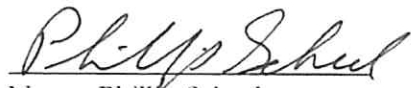
Date

Name
Title
Goshen County

Date

Name
Title
Green River

Date


Name: Phillip Scheel
Title: Vice Chairman, Board of County Commissioners
Hot Springs County

4/4/2023

Date

Hailey Morton Levrison
Name *Hailey Morton Levrison*
Title *Mayor*
Jackson

4/17/23
Date

Name
Title
Johnson County

Date

Name
Title
Laramie

Date

Name
Title
Laramie County

Date

Name
Title
Lincoln County

Date

Name
Title
Natrona County

Date

Name
Title
Niobrara County

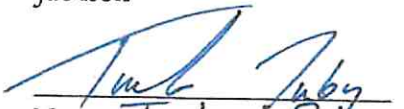
Date

Name
Title
Park County

Date

Name
Title
Jackson

Date



Name Tucker Ruby
Title County Attorney
Johnson County

Date 4/17/2023

Name
Title
Laramie

Date

Name
Title
Laramie County

Date

Name
Title
Lincoln County

Date

Name
Title
Natrona County

Date

Name
Title
Niobrara County

Date

Name
Title
Park County


Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date



Name Brian Harrington
Title Mayor
Laramie

04/06/23

Date

Name
Title
Laramie County

Date

Name
Title
Lincoln County

Date

Name
Title
Natrona County

Date

Name
Title
Niobrara County

Date

Name
Title
Park County

Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date

Name
Title
Laramie

Date

Name *Mark Voss*
Title *Laramie County Attorney*
Laramie County

2/20/23
Date

Name
Title
Lincoln County

Date

Name
Title
Natrona County

Date

Name
Title
Niobrara County

Date

Name
Title
Park County

Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date

Name
Title
Laramie

Date

Name
Title
Laramie County

Date

Jerry Hansen
Name Jerry Hansen
Title Commission Chairman
Lincoln County

20 April 2023
Date

Name
Title
Natrona County

Date

Name
Title
Niobrara County

Date

Name
Title
Park County

Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date

Name
Title
Laramie


Date

Name
Title
Laramie County

Date

Name
Title
Lincoln County

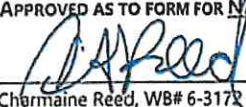
Date



Name : Steven Freed
Title Chairman, NC BOCC
Natrona County

4/10/23

Date

APPROVED AS TO FORM FOR NATRONA CO.


Charmaine Reed, WB# 6-3172
Deputy Natrona Co. Attorney

Name
Title
Niobrara County

Date

Name
Title
Park County

Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date

Name
Title
Laramie

Date

Name
Title
Laramie County

Date

Name
Title
Lincoln County

Date

Name
Title
Natrona County

Date

Patrick Wade
Name
Title
Niobrara County

4-6-23
Date

*attest: Buckley L. Jaeger
County Clerk 4-6-23*



Name
Title
Park County

Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date

Name
Title
Laramie

Date

Name
Title
Laramie County

Date

Name
Title
Lincoln County

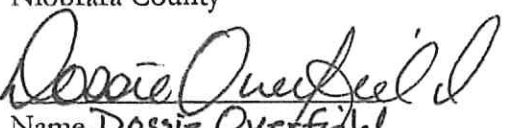
Date

Name
Title
Natrona County

Date

Name
Title
Niobrara County

Date

x. 
Name Dossie Overfield
Title Commission Chairman
Park County

4/18/2023
Date

Steve Shockley
Name Steve Shockley
Title Chairman
Platte County



4/6/2023
Date

Name
Title
Riverton

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County

Date

Name
Title
Platte County



Name: Kyle J. Butterfield
Title: City Administrator
Riverton

Date

April 18, 2023

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County


Date

Name
Title
Platte County

Date

Name
Title
Riverton

Date



Name Gordon Max Mickelson
Title Mayor of Rock Springs, WY
Rock Springs

4/11/23

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County

Date

Name
Title
Platte County

Date

Name
Title
Riverton

Date

Name
Title
Rock Springs

Date

Name *Richard Budge*
Title *Mayor*
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County

Date

Name
Title
Platte County

Date

Name
Title
Riverton

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan
Christi Haswell
Name *Christi Haswell*
Title *Chairman*
Sheridan County

Date
04/18/23
Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County

Date

Name
Title
Platte County

Date

Name
Title
Riverton

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date



Name
Title Chairman of the Board of County Commissioners
Sublette County

4/4/2023
Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County

Date

Name
Title
Platte County

Date

Name
Title
Riverton

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date



Name
Title *CHAIRMAN*
Sweetwater County

4/6/23

Date

Name
Title
Teton County

Date

Name
Title
Platte County

Date

Name
Title
Riverston

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Luther Probst

4-11-2023

Name **Luther Probst**
Title **Chair**
Teton County

Date

/attest: *Maureen Mupley*

OneWyo II Opioid Settlement Memorandum of Agreement
Page 13 of 23




Name Loretta Hornieson Kallas
Title Uinta County Prosecutor
Uinta County

14 April 2023
Date

Name
Title
Washakie County

Date

Name
Title
Weston County

Date

Name
Title
Uinta County

Date



Name Aaron Anderson
Title Chairman BOCC
Washakie County

4/4/2023
Date

Name
Title
Weston County

Date

Name
Title
Uinta County

Date

Name
Title
Washakie County

Date

Ed Wag

Name
Title Chairman B O C C
Weston County

4-4-2023

Date

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to the following: Training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.
12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (INTERVENTION)

1. Ensuring that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts who parents can engage with to seek immediate treatment services for their child.
8. Developing best practices on addressing OUD in the workplace.

9. State assistance programs for health care providers with OUD.
10. Engaging non-profits and faith community as a system to support outreach for treatment.

C. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) issues.
2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.
3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to manage the opioid user in the family.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Development and implementation of a National Prescription Drug Monitoring Program – Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to opioid use disorder (OUD).
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database (DOT EMT overdose database).
6. Educating Dispensers on Appropriate Opioid Dispensing.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Public health entities provide free naloxone to anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

PART THREE: OTHER STRATEGIES

I. SERVICES FOR CHILDREN

1. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law Enforcement – Participating Local Governments may also use their share of funds for law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase Electronic Prescribing to Prevent Diversion and Forgery.

K. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

| Participating Local Government Allocation Proportions | |
|---|-------------------------------|
| Local Government | Percentage of Localized Share |
| Albany | 1.63% |
| Big Horn | 3.03% |
| Campbell County | 4.44% |
| Carbon County | 3.70% |
| Casper | 7.35% |
| Cheyenne | 1.23% |
| Converse County | 1.90% |
| Crook County | 0.54% |
| Evanston | 1.97% |
| Fremont County | 6.74% |
| Gillette | 1.74% |
| Goshen County | 1.64% |
| Green River | 0.61% |
| Hot Springs County | 0.86% |
| Jackson | 0.56% |
| Johnson County | 0.93% |
| Laramie | 3.42% |
| Laramie County | 15.59% |
| Lincoln County | 3.12% |
| Natrona County | 7.90% |
| Niobrara County | 0.15% |
| Park County | 5.80% |
| Platte County | 1.75% |
| Riverton | 1.27% |
| Rock Springs | 1.53% |
| Sheridan | 0.34% |
| Sheridan County | 3.91% |
| Sublette County | 0.71% |
| Sweetwater County | 7.64% |
| Teton County | 1.33% |
| Uinta County | 4.39% |
| Washakie County | 1.50% |
| Weston County | 0.78% |